

Electronically Recorded

Tarrant County Texas

Official Public Records

2/22/2011 8:22 AM

D211040863

Mary Louise Garcia

PGS 3 \$24.00

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

AMENDMENT AND EXTENSION OF OIL & GAS LEASE

STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TARRANT

10582386

Electronically Recorded
Chesapeake Operating, Inc.

WHEREAS, WW Patners LP, a Texas limited partnership, whose address 25 Highland Park Village, STE 100-782 Dallas, Texas 75205 ("Lessor") executed that certain Oil & Gas Lease dated January 27, 2006, unto Four Sevens Oil Co., Ltd., ("Lessee"), which is recorded as a Memorandum of Oil & Gas Lease in Document Number D206033534 of the Official Records of Tarrant County, Texas, covering lands more specifically described therein (the "Lease"); and,

WHEREAS, the Lease was assigned from Four Sevens Oil Co., Ltd. to Chesapeake Exploration, L.L.C. ("Chesapeake") by Conveyance recorded as D206231936 of the Official Public Records of Tarrant County, Texas;

WHEREAS, TOTAL E&P USA, INC., whose address is 1201 Louisiana Street, Suite 1800, Houston, Texas, 77002, acquired an undivided 25% of Chesapeake's working interest in the Memorandum by Assignment, Bill of Sale and Conveyance, recorded as Document No. D210019134 and D210019135 of the Official Public Records of Tarrant County, Texas; and,

WHEREAS, Chesapeake and TOTAL are collectively referred to herein as ("Lessee");

WHEREAS, Paragraph No. 2 of said lease was amended to extend the primary term of the lease by an addition three (3) years, making the primary term five (5) years recorded in Document #D208207205 of the Official Public Records of Tarrant County, Texas;

WHEREAS, Lessor and Lessee now desire to amend the Lease by extending the primary term of the Lease by an additional six (6) months as hereinafter set forth;

WHEREAS, Paragraph 2 of the Lease reads as follows, to-wit:

"2. Unless sooner terminated and subject to the other provisions herein contained, this lease shall be for a term of five (5) years from this date (called "primary term") and as long thereafter as oil, gas or related hydrocarbons are produced from said land."

NOW THEREFORE, it is the desire of the above parties to delete this paragraph of the Lease as referenced above. It is also the desire of the parties that the corrected Paragraph 2 will be as follows:

"2. Unless sooner terminated and subject to the other provisions herein contained, this lease shall be for a term of 66 (sixty-six) months from this date (called "primary term") and as long thereafter as oil, gas or related hydrocarbons are produced from said land."

It is understood and agreed by the parties hereto that the provisions hereof shall supersede any provisions to the contrary in the Lease. For adequate consideration, Lessor does hereby adopt, ratify and confirm the Lease, as amended hereby, and does hereby stipulate that the Lease remains in full force and effect. Insofar as is necessary, Lessor does hereby lease, let, and demise to Lessee the lands covered by the Lease, pursuant to the terms and provisions of the Lease, as of the Effective Date set forth herein.

The terms and provisions hereof shall be binding upon the parties hereto, their respective heirs, legatees, devisees, personal representatives, successors and assigns.

This instrument may be executed in counterparts and each of which as so executed shall be given the effect of the execution of the original instrument. If the counterparts of this instrument are executed, the signatures and acknowledgments of the parties, as affixed hereto, may be combined in, and treated and given effect for all purposes as a single instrument.

Executed on the 20th day of JANUARY, 2011, but for all purposes made effective as of the 27th day of JANUARY, 2006 regardless of the actual date of execution and acknowledgment by any or all of the parties constituting the Lessor herein.

LESSOR: WW Partners LP., a Texas limited Partnership

By: WW Realty, LLC, a Texas limited liability company,
Its general partner

Weldon Ward

By: Weldon Ward, as President of WW Realty, LLC, a Texas limited liability
company

LESSEE:

CHESAPEAKE EXPLORATION, L.L.C.,
An Oklahoma limited liability company

By:

Henry J. Hood, Senior Vice President
Land and Legal & General Counsel

on
for CEO

TOTAL E&P USA, INC.

By:

Name:

Eric Bonnin

Vice President, Business Development & Strategy

Title:

ACKNOWLEDGEMENT

THE STATE OF Texas §
COUNTY OF Tarrant §

This instrument was acknowledged before me on this the 24th day of January, 2011,
by Weldon Ward, as President of WW Realty, LLC, a Texas limited liability company,
general partner of WW Partners, LP, a Texas limited partnership, on behalf of said
partnership.

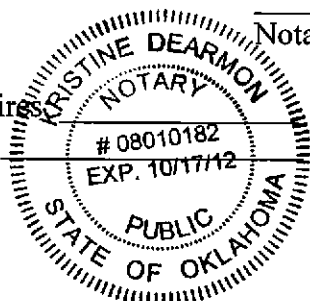
[Signature]
Notary Public, State of Texas

STATE OF OKLAHOMA }
} SS:
COUNTY OF OKLAHOMA }

This instrument was acknowledged before me on this 3 day of February, 2011, by Henry
J. Hood, as Senior Vice President – Land and Legal & General Counsel of Chesapeake
Exploration, L.L.C. on behalf of said limited liability company.

Notary Public

Commission Expires
Commission No.



ACKNOWLEDGMENTS

STATE OF TEXAS

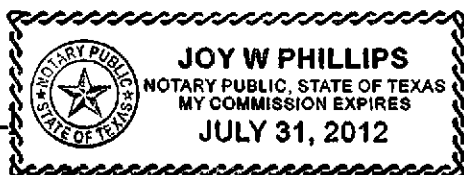
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COUNTY OF HARRIS

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The foregoing instrument was acknowledged before me this 14th day of February 20 11, by Eric Bonnin, Vice President, Business Development & Strategy of TOTAL E&P USA, Inc., a Delaware corporation, as the act and deed and on behalf of such corporation.



~~Notary Public~~

Record & Return to:
Chesapeake Operating, Inc.
P.O. Box 18498
Oklahoma City, OK 73154